

Pro Se
Harriet Menezes
169 Thoreau Street, Apt. 8
Concord, MA 01742

FILED
CLERK'S OFFICE
FEB 23 2004 P 3:29
DISTRICT COURT
DISTRICT OF MASS.

Harriet Menezes,) Case No.:
)
Plaintiff,) A CIVIL ACTION
)
vs.) Complaint
)
United Airlines, Inc., and Frank)
Colosi individually and as Labor)
Relations Manager of United Airlines)
and Sara Fields, Vice President)
)
and Paul MacKinnon individually and)
as International Treasurer of)
Association of Flight Attendants,)
Shirley Barber as International)
Treasurer of United Airlines Master	
Executive Council of the Association	
of Flight Attendants, Maria Torre	
Individually and as Association of	
Flight Attendants Chairman of	
Grievance Committee, Pat Friend,	
individually and as President of	
Association of Flight Attendants	
Defendants	

COMPLAINT

Parties

1 1. Defendant Company United Airlines is a corporation organized and existing
2 under the laws of the State of Illinois, and has its principal office and
3 place of business located in the City of Elk Grove Village, State of
4 Illinois, within the territorial jurisdiction of this Court. This
5 defendant is engaged in aviation transportation in interstate commerce
6 and, at all times mentioned herein, was an employer in an industry
7 affecting commerce, as defined in sections 2(2) and 501(1) and (3) of the
8 Act (29 USCA secs. 152(2), 142(1) and (3)), and within meaning of Sec. 301
9 of the Act (29 USCA & secmk; 185).

10 2. Defendant representatives of Company Frank Colosi, and Sara Field's
11 principal place of business is Elk Grove Village, Illinois.

12 3. Defendant representatives of Union Paul MacKinnon, and Shirley Barber's
13 principal place of business is Washington, D.C. Maria Torre's is Chicago,
14 Illinois. Pat Friend's is Washington, D.C.

15 4. The Association of Flight Attendants-CWA (AFL-CIO) union is, and at all
16 times hereinafter mentioned was, a labor organization representing
17 employees in an industry affecting commerce as defined in secs. 2(5) and
18 501(1) and (3) of the Act (29 USCA sec. 152(5), 142(1) and (3)), and
19 within the meaning of sec. 301 of the Act (29 USCA sec. 185). During all
20 times hereinafter mentioned, this union was the recognized collective
21 bargaining representative of the bargaining union of defendant Company's
22 flight attendants, including plaintiff, employed in defendant Company's
23 Inflight department, at its location in Boston, Logan International
24 Airport.

Jurisdiction

1 5. Plaintiff brings this action under, and jurisdiction thereof is conferred
2 on this Court by virtue of Sec. 301 of the Labor Management Relations Act,
3 1947 (29 USCA Sec. 185), hereinafter referred to as the Act, to recover
4 damages for plaintiff's unlawful discharge by defendant United Airlines,
5 Inc. (Defendant Company), who is plaintiff's employer and their
6 representatives, and for breach by Association of Flight Attendants (CWA,
7 AFL-CIO) Local Union and their defendant representatives, of its duty of
8 fair representation owing to plaintiff, and for reinstatement by said
9 employer.

10
11 Facts

12 6. Plaintiff was employed by the defendant Company on April 17, 1999, as a
13 flight attendant, and was continuously in defendant's employ in that
14 classification until August 29, 2003, when plaintiff was unlawfully
15 discharged by defendant, as is more specifically hereinafter alleged.

16 7. As required by United Airlines, the plaintiff was a compulsory member of
17 the Association of Flight Attendants. The plaintiff was on medical leave
18 from October 2002 through the date of discharge, August 2003. On August 8,
19 2003, plaintiff stopped by the United Airlines office to drop off a
20 medical note stating plaintiff "Would like to... attempt to return to
21 work." and a copy of workers compensation order. She also called crew
22 scheduler to inquire of return to work training dates.

23 8. From September 2001, the plaintiff sought medical counsel for post-
24 traumatic stress after events of September 11, 2001. Pending the Iraqi
25 conflict with higher airline security issues, the plaintiff requested
intermittent Family Medical Leave which would allow her to work but

1 permitted her a sick day without being disciplined. On September 18,
2 2002, United Airlines administrative supervisor (Paula DiMartino) sent an
3 internal email to plaintiff stating her Family Medical Leave had been
4 approved on a "continucus basis." On September 19, the plaintiff protested
5 by email that United had "terminated my employment when I requested
6 Intermittent FMLA." On October 8, 2002, the plaintiff flew a trip from
7 London to Boston. On October 9, plaintiff received a telephone call
8 message from Paula Martino stating "I am removing you from flying." On
9 October 9, a Federal Express letter stated "I would have to remove you
10 from your trips until you cleared United's Medical Department." On
11 October 11, 2002, the plaintiff's medical provider spoke with United's
12 medical provider, Dr. Weiss. On October 31, 2002, Plaintiff emailed the
13 Association of Flight Attendants regarding a grievance that her
14 Intermittent Family Medical Leave had been denied. Subsequent
15 communication on grievance was made through May 2003.

16 9. On December 4, 2002, and several times through 2003, voluntary furlough
17 bids were granted to flight attendants who were not on medical leave.
18 As United needs flight attendants, they were recalled to return to work
19 December 2003, March 15, 2004 and April 15, 2004.

20 10. On April 14, 2003, the plaintiff placed an internal United Airlines
21 complaint regarding disparate treatment of medical disability
22 administration.

23 11. In a letter dated April 18, 2003, from the Association of Flight
24 Attendant's Paul MacKinnon, the plaintiff was "placed in bad standing
25 pending resolution" of her dues payment of \$156. On April 30, 2003, the
plaintiff was able to get a telephone call through to the voicemail of

1 Association of Flight Attendants. On May 5, 2003, a conference call
2 message from the local union stated "She's gone to the outside". The
3 plaintiff received a letter dated May 16, from the union stating "As of
4 April 30, 2003, we have not received ... other information.""15 days ...
5 information", with a dues balance of \$117. "Requesting termination of
6 employment." On May 30, 2003 and August 1, 2003, a certified mail receipt
7 was signed by the Association of Flight Attendants. A non-certified letter
8 dated August 4, 2003 from union Paul MacKinnon stated "We herewith call
9 upon the company to terminate employment." On August 14, 2003 certified
10 mail was sent to United Frank Colosi to dispute validity of Paul
11 MacKinnon's action of termination.

12 12. This is also a complaint against union representatives for coercion of
13 employee's discharge - employee's failure to pay union dues [29 USCA secs.
14 158(a)(3), 158(b)(2), 160(b); 29 CFR sec. 102.20]. Plaintiff attempted to
15 make arrangements to fulfill the requirement that she pay dues as an
16 employee of United Airlines. The plaintiff attempted to contact the
17 union's international treasurer's office, Paul MacKinnon, by phone and
18 certified mail; but he failed to answer her demands and instead continued
19 termination proceedings under an unfair labor practice.

20 13. On August 18, 2003 Plaintiff called her United Airline's supervisor,
21 Sherry Desmond. The supervisor was on vacation until August 29. A Federal
22 Express letter dated August 27, 2003 from United Airlines Frank Colosi
23 stated termination of the plaintiff's employment effective August 29, 2003
24 (letter copied to union). Plaintiff received a September 7, 2003 letter
25 from United stating her medical benefits were terminating. On September 9,
2003, the plaintiff received an electric shut-off notice from her light

1 department. In summary, during 2003 while the plaintiff, diagnosed with a
2 brain tumor, was undergoing medical treatment and financial hardship she
3 was barraged by actions for missed dues, unprocessed grievances, United's
4 appeal to industrial accident, United's appeal to unemployment, discipline
5 for illness, and termination contemporaneously with an action for
6 bankruptcy.

7 14. On December 3, 1997, defendants herein entered into a collective
8 bargaining agreement covering the employees, including plaintiff, in the
9 bargaining unit, which agreement was in force during the entire period
10 involved herein. Both defendants have copies of the agreement, and for
11 that reason none is attached hereto. The agreement was entered into by
12 defendants for the benefit of the employees in the bargaining unit, and
13 plaintiff, as a member thereof, is accordingly entitled to the benefit of
14 the agreement and to enforce the provisions thereof.

15 15. Section 30 of the collective bargaining agreement, entitled Union
16 Security, provides that a copy of discharge letter go to the Senior Vice
17 President of the company regarding delinquent dues.

18 16. Section 30 of the collective bargaining agreement, entitled Union
19 Security, "D. Review Procedures" establishes a procedure, for the
20 presentation and disposition of grievances, and expressly provides that
21 all cases of discharge, for whatever cause, shall be subject to the
22 grievance procedure. This Articles reads in part as follows: "1. A
23 grievance by an employee who is to be discharged as a result of an
24 interpretation or application of the provisions of this Section shall be
25 subject to the following procedures. a. An employee who believes that the
provisions of this Section have not been properly interpreted or applied

1 as it pertains to her/him may submit a request for review in writing
2 within five days from the date of notification by the Director Labor
3 Relations-Inflight, as provided ... b. The Director Labor Relations -
4 Inflight/designee shall forward a decision to the employee with a copy to
5 the Union. Said decision shall be final and binding on all interested
6 parties unless appealed as herein provided. If the decision is not
7 satisfactory to either the employee or the Union, then either may appeal
8 the grievance within ten (10) days from the date of the receipt of such
9 decision ... All such grievances shall be processed.... Such grievances
10 shall be heard by the System Board within six months of receipt of the
11 decision by the Director Labor Relations-Inflight. 2. During the period a
12 grievance is being handled.. the employee shall not be discharged from the
13 Company."

14 17. Section 30 of the collective bargaining agreement, entitled Union
15 Security, Section H. "General" provides that "collection of dues missed
16 because the employee's earnings were not sufficient to cover the payment
17 of dues ... will be the responsibility of the Union... It will be the
18 Union's responsibility to verify apparent errors with the individual Union
19 member ..."

20 18. Article XI of the AFA Constitution and Bylaws, entitled "Hearing and
21 Appeal Procedures", establishes discipline for "refusing or willfully
22 neglecting to pay dues, initiation fee, assessments, fines or financial
23 obligations to the Union." The plaintiff's request for waiver and
24 assistance substantiates she did not refuse or willfully neglect dues.

25 19. Article XII of the AFA Constitution and Bylaws, entitled "Delinquency,
Bad Standing and Loss of Membership", establishes that an employee may

1 make "satisfactory arrangements for payments". It also provides that an
2 employee may be subject to expulsion "provided that if the member's Local
3 Executive Council and the International Secretary-Treasurer of the Union
4 believe that extenuating circumstances exist, and the International
5 President concurs, the individual may be permitted to remain delinquent as
6 deemed reasonable." All certified mail and communication sent by the
7 Plaintiff to Paul MacKinnon, the International Secretary-Treasurer of the
8 Union were not responded to or acknowledged by the union except by U.S.
9 Postal Service return receipt.

10 20. As alleged above, plaintiff was discharged by Defendant Company. The
11 notice of discharge recited, as the supposed reason for the action taken,
12 that plaintiff failed to pay union dues and the Union had failed to hear
13 from her. Plaintiff denies that she willfully refused to pay union dues,
14 and further denies that there was "just cause" for her dismissal as
15 required by the agreement. Plaintiff alleges that the true reasons for her
16 discharge were retaliation for filing workers compensation claim;
17 retaliation for filing grievances; retaliation for claim of harassment
18 based on medical absence; disability; and plaintiff's comments on security
19 violations related to September 11, 2001 events; filing of aviation safety
20 reports on October 2, 2002 and July 2, 2002 (Federal Aviation
21 Administration, Whistleblower Protection Act).

22 21. Plaintiff protested her discharge to defendant Union's representative
23 serving plaintiff's department by filing a grievance and written
24 correspondence. A grievance was not filed by defendant Union on
25 plaintiff's behalf. The grievance was not carried to any steps of the
grievance procedure by the defendant Union or Defendant Company.

22. Defendant union failed to acknowledge or process grievances and instead permitted the time for doing so to lapse. Defendant representatives of Union and Defendant Company did not give advice or notice on remedies or process, on the contractual grievance procedure and legal recourse. Plaintiff's filing of grievances, telephone calls, and letters to remedy situation before and after discharge of employment were futile pursuits. The matter of her discharge filed as a grievance by plaintiff and efforts to process a grievance or to have the union process a grievance on September 29, 2003 (wrongful discharge), and October 2002 (Family Medical Leave Act) were futile. Defendant Company, Mr. Frank Colosi who is United's labor relations manager, did not offer procedure or remedies, or consent to an investigation when urged to do so by plaintiff (August 14, 2003, September 29, 2003 and November 2003).

23. The plaintiff received a letter from Frank Colosi dated January 15, [2004] which then gave notice that an appeal of his decision should have been made within 10 days of August 27, 2003. The January 15 letter was copied to International-Treasurer of union, Shirley Barber.

24. Defendant union representatives failed to acknowledge or process Plaintiff's request for waiver of union dues. Nor did the defendant Union representatives give the plaintiff an option of a minimal burden of paying reduced Union dues in violation of the Railway Labor Act, Sec 2, 45 USCA sec. 152, or notice of Becks rights not to pay dues to the union or withdraw from the union, or to pay dues to a charitable foundation (e.g. the Cause Foundation), or notice on dues deferral (agenda item 29 of the union committee meeting of October 15-17 2002, and January 21-23, 2003). Defendant union representatives did discuss waiver of union dues and

1 granted waiver of union dues for those who were not on medical leave
2 (Committee meeting January 21-23, 2003). Defendant Union representatives
3 thus deferred from their usual practice or custom in the handling of dues
4 delinquencies. The Defendant Union representatives did not give Plaintiff
5 the following opportunities (as outlined in the ABC's of Membership): 1.
6 to have a "promissory agreement to assist in payment of delinquent dues as
7 afforded other flight attendants; 2. Deferred - due to financial hardship;
8 3. "Standing A" "FA's delinquency or dues billing are being researched";
9 4. Grievance pending - dues not owed; 5. Non-paying. This flight attendant
10 has no obligation to AFA." The defendant union representative waived its
11 rights under 29 USCS sec. 158(b)(2) to seek discharge of employee for
12 failure to pay union dues in absence of granted waiver, or discussing late
13 or partial payment of dues. Requests of investigation into payment of
14 union dues were sent to Paul MacKinnon (AFA International Treasurer) via
15 certified mail on May 28, 2003, and July 30, 2003. Plaintiff had returned
16 dues bills with the back form filled out with leave-of-absence box checked
17 off. The April 18 letter stated balance of \$156 is due, the May 16 letter
18 stated \$117 balance reflecting plaintiff's contact with union
19 representatives. Adjustments on June 9, 2003 bill were made to February
20 2003 after telephone call to union requesting waiver paperwork. Plaintiff
21 made telephone call to defendant union representative on April 30, 2003 at
22 9:30 a.m. stating she was not happy the voicemail box was full for last
23 few days, that the AFA had voided her voting ballot, that she was on
24 medical leave, and request for waiver.

25 25. Plaintiff alleges the fact to be that defendant Union representatives,
in breach of its statutory duty of fair representation owing to plaintiff

1 under the provisions of the Act, conspired with defendant Company to
2 permit plaintiff's discharge to stand, although there was no just cause
3 therefor; that the negotiations between defendants with respect to
4 plaintiff's grievance were spurious, carried on in bad faith, and
5 deliberately designed to give plaintiff the false impression that a
6 sincere effort was being made by defendant Union representatives to
7 resolve the grievance by securing plaintiff's reinstatement; that, unknown
8 to plaintiff, the officials of defendant Union, the official who
9 represented plaintiff's grievance, were secretly hostile to plaintiff
10 because of plaintiff's objections that Family Medical Leave Act grievance
11 and medical grievances of plaintiff were not filed/processed (under
12 violation of the Americans with Disabilities Act, 42 USC sec. 12101 et
13 seq. the union discriminated and retaliated against plaintiff based on her
14 work-related disability) and therefore plaintiff's subsequent filing of a
15 workers compensation claim, and because plaintiff had a medical
16 disability, and therefore the defendant Union representatives decided to
17 acquiesce in plaintiff's discharge; that at grievance meetings of
18 defendants that were not attended by plaintiff it was agreed between them
19 that defendant Company's action would not be opposed and that no demand
20 for arbitration of plaintiff's discharge would be made by defendant Union
21 representatives. Defendant Union representatives and Defendant Company and
22 Defendant Company representatives with inexcusable neglect failed to
23 respond to grievances and request for investigation, under actions that
24 were arbitrary, discriminatory and in bad faith.

1 26. From November 2002 through May 2003, Plaintiff inquired as to the
2 status of her grievances on sick leave policy and intermittent Family
3 Medical Leave. No explanation was given.

4 27. This is also an action to establish liability of corporate officer for
5 corporation's wrongful conduct in relation to union representatives.

6 28. This is also an action to establish liability of corporate officer for
7 corporation's wrongful conduct in relation to United Airlines
8 representatives.

9 29. A meeting of executive boards were held May 20-21, July 22-34 and
10 October 24-27, 2003, and January 13-15, 2004, where Union had decided not
11 to take her grievances on dues waiver and thereafter wrongful discharge to
12 arbitration. Plaintiff alleges that the union officials constituting the
13 executive board did not entertain grievances, that their decision not to
14 demand arbitration was not an exercise of good faith judgement on their
15 part, but, rather, was made because of their hostility to plaintiff and in
16 pursuance of their conspiracy and agreement with the defendant Company as
17 previously alleged.

18 30. Both Defendant Union representatives and Defendant Company
19 discriminated against employee in violation of Title VII when they allowed
20 all flight attendants during 2002 and 2003, except those on medical leave,
21 to take a job-protected furlough. Flight attendants on medical leave were
22 coerced to "clear medical" before they could take a furlough.

23 31. Section 704(a) of the Title VII of the 1964 Civil Rights Act ("Title
24 VII"), (42 USC sec. 2000e(3)(a)) Retaliation). The plaintiff has a prima
25 facie claim that her termination by United Airlines and the Association of
Flight Attendants was due to retaliation thus in violation of Title VII.

1 The plaintiff was terminated, an adverse employment action, in retaliation
2 for statutorily protected conduct by filing workers compensation claim,
3 and two medical related grievances. A causal connection exists between the
4 protected activity and adverse employment action. The plaintiff was
5 terminated within two weeks of giving United Airlines a return to work
6 notice. A return to work would have placed plaintiff in automatic payroll
7 deduction for dues. The union did not approve of her filing a workers
8 compensation claim. Termination due to union dues was a pretext. It
9 follows that this is also a Retaliation claim against the union
10 representatives as an employer. The Association of Flight Attendants may
11 be considered an employer Under Title VII, as it is an interstate commerce
12 and has at least 15 employees. 42 U.S.C. § 2000e(b).

13 32. Defendant Company discriminated against employee in violation of Title
14 VII when they refused to acknowledge or process her workers compensation
15 claim for work-related Post Traumatic Stress Disorder until ordered by the
16 Massachusetts Department of Industrial Accidents. Defendant Company
17 withdrew their Appeal of Conference Order in July 2003, within one month
18 of employee's termination. Defendant Company United Airline's representing
19 attorney, Scott Smith, in a letter dated May 23, 2003 stated "I am
20 returning this original [dues] invoice to you as United is not required to
21 pay your union dues as part of the worker's compensation case."

22 33. This is a cause of action for discharge in retaliation for filing a
23 workers compensation claim.

24 34. This is a cause of action to recover workers' compensation benefits for
25 injury resulting from aggravation or acceleration of, or combination with,
pre-existing condition. The plaintiff sustained disability, post-traumatic

1 stress, was awarded by Department of Industrial Accidents for March 2003.
2 The medical condition, in fact, was treated from March 2002 through the
3 date of discharge, August 2003. The plaintiff requests that the defendant
4 company records reflect her medical leave as a workers compensation leave
5 for her absence from October 2002 through August 2003.

6 35. Title VII Liability for the Union as a Labor Organization. Title VII
7 liability is established pursuant to 42 U.S.C. § 2000e-2(c) and/or 2000e-
8 3. There is still a violation of Title VII without violation of the duty
9 of fair representation as the union failed to pursue issues against
10 Defendant Company, and is liable by acquiescence of Defendant Company's
11 misconduct in not furthering union grievances on medical leave and policy.
12 Defendant union international treasurers Paul MacKinnon and Shirley
13 Barber, along with Maria Torres created a hostile environment related to
14 union membership in their handling or lack of handling of grievance issues
15 thereby ratifying Defendant Company's removal of the Plaintiff from her
16 position as a flight attendant.

17 36. Americans with Disabilities Act 42 USC Sec. 12112(b)(5)(A). When
18 Defendant Company United Airlines refused to allow the plaintiff
19 Intermittent Family Medical Leave to accommodate for her work-related Post
20 Traumatic Stress Disorder, they did not make reasonable accommodation to
21 the known mental limitation of an otherwise qualified individual with a
22 disability who is an employee of the company (violating the Americans with
23 Disabilities Act). This would include a modified work schedule. Instead
24 the Defendant Company "removed" the plaintiff from her flying schedule on
25 October 9, 2002. The plaintiff's removal from work increased her Post
Traumatic Stress Disorder and depression. 42 U.S.C. § 12203(a),

1 respectively. The ADA also includes a provision stating: "It shall be
2 unlawful to coerce, intimidate, threaten, or interfere with any individual
3 in the exercise or enjoyment of, or on account of his or her having aided
4 or encouraged any other individual in the exercise or enjoyment of, any
5 right granted or protected by [the ADA]."

6 37. Defendant Company violated Family Medical Leave Act by coercing
7 plaintiff into full time continuous medical leave in October 2002 rather
8 than allowing her intermittent Family Medical Leave as requested by her
9 medical provider. Union representatives were culpable in not processing
10 her grievance of October 2002, on the Family Medical Leave matter which
11 resulted in her loss of employment, income, ability to pay union dues, and
12 afford her due process with the U.S. Department of Labor.

13 38. 29 CFR Sec. 1630.15 In absence of accommodation, the plaintiff filed a
14 grievance with the union representatives. The union representatives did
15 not process the grievance. But for the negligence of the Union
16 representatives in filing the grievance, and defendant Company's refusal
17 to accommodate the plaintiff's disability, the plaintiff lost the
18 opportunity to return to work which would have permitted her to pay union
19 dues. The Association of Flight Attendants representatives violated 29 CFR
20 Sec. 1630 when representatives refused to represent the plaintiff in
21 acknowledging her Family Medical Leave grievance. The disability could
22 have been reasonably accommodated by Defendant Company policy that was
23 already sanctioned (furlough, intermittent medical leave). The plaintiff
24 was forced to use all her family medical leave in one continuous period,
25 leaving the rest of her medical leave in an unprotected status.

39. Complaint - by union member expelled for exercise of rights under sec. 101(a)(2) of LMRDA - for reinstatement, injunction, and compensatory and punitive damages [29 USCA sec. 411(a)(2), 412, 529; Fed R Civ P 8(a), 65]. Plaintiff, a resident of the City of Concord, State of Massachusetts, brings this action under, and jurisdiction is conferred on this Court by, the provisions of sections 101(a)(2), 102, and 609 of the Labor-Management Reporting and Disclosure Act of 1959 (29 USCA sec. 411(a)(2), 412 and 529), hereinafter referred to as the LMRDA.

40. Plaintiff was a member of defendant Association of Flight Attendants Local Council 27, an unincorporated association.

41. The violations of the LMRDA hereinafter alleged occurred in the City of Boston, State of Massachusetts, within the territorial jurisdiction of this court.

42. The local union Association of Flight Attendants is the collective bargaining representative of employees, including this plaintiff, of United Airlines Corporation, certified as such under the provisions of the National Labor Relations Act, as amended (29 USCA sects 151 et seq) or is recognized as the collective bargaining representative of employees, including this plaintiff, of United Airlines Corporation an employer engaged in an industry affecting commerce within the meaning of sec. 3(j)(2) of the LMRDA (29 USCA sec. 4102 (j)(2)), and is therefor, a labor organization engaged in an industry affecting commerce within the meaning of sec. 3(j)(1) of the LMRDA [29 USCA sec. 402 (j)(1)].

43. The individual defendants, Pat Friend, is respectively the President of the Association of Flight Attendants, whose principal place of business is Washington, D.C., within the territorial jurisdiction of this Court.

1 44. On or about May 16, 2003, plaintiff was served by defendant union
2 representative Paul MacKinnon notice of purported charges, alleging that
3 the union had not heard from plaintiff regarding payment of union dues
4 (balance due \$117.). Copied on letter were MEC president of United
5 Airlines (who would be defendant Pat Friend) and LEC President Council 27
6 (Karen Scopa).

7 45. Plaintiff alleges that such charges were wholly spurious and were
8 instigated by union representatives in reprisal for statements made by
9 plaintiff, outside union meetings, criticizing said union representatives
10 conduct in their capacity as officials of local union in not filing
11 grievances. The plaintiff reporting the conduct to the union Employee
12 Assistant Program were protected by the provisions of sec. 101(a)(2) of
13 the LMRDA (29 USCA sec. 411(a)(2)); the actions of defendant union
14 representative, Paul MacKinnon, in expelling plaintiff from membership by
15 placing her in bad standing and of the individual union representatives in
16 instigating plaintiff's discharge under that section and under sec. 609 of
17 the Act (29 USCA sect. 529); and plaintiff is accorded the right under
18 section 102 of the LMRDA (29 USCA 412) to file the instant action to
19 secure appropriate relief against said defendants.

20 46. The plaintiff had filed and won a workers compensation suit in relation
21 to events of September 11, 2001. The plaintiff had also filed two
22 grievances with the Boston office, which were not processed by the Union,
23 against the United Airlines policy disciplining flight attendants who were
24 sick, and not allowing flight attendants the use of Intermittent Family
25 Medical Leave.

1 47. Plaintiff attempted to seek waiver of union dues, as advised by United
2 Airlines' flight attendant charity "The Cause Foundation", and other
3 methods to exhaust her administrative remedies for at least four months
4 before and after her termination from employment. In addition to
5 exhausting perceived internal union and United Airline policy, researching
6 standards and procedure of a myriad of administrative agencies was unduly
7 burdensome being far beyond the scope and knowledge of a reasonable person
8 standard.

9 48. Plaintiff was unfairly disciplined by being placed in "bad standing"
10 and then terminated without a full and fair hearing accorded by right
11 under 29 USCS 411(a)2 and (5). She was not afforded adequate procedural
12 protections and did not know of ways to remedy the situation.

13 49. Plaintiff alleges that the Collective Bargaining Agreement is an
14 unconscionable contract for members in regards to discharge for failure to
15 pay union dues. The Collective Bargaining Agreement is inconsistent and
16 ambiguous, violating the respective AFA Articles of Incorporation, and
17 U.S. Labor Law. Members arbitrarily placed in "bad standing" are
18 apparently fully ostracized from the union grievance process making it
19 impossible for them to proceed administratively within the Defendant union
20 and Company in actions against them.

21 50. Defendant Union representative Paul MacKinnon and Defendant Company
22 representative Frank Colosi violated Personnel Records Law (Massachusetts
23 General Laws Chapter 149, section 52C) and the Labor Management Reporting
24 and Disclosures Act, when each refused to acknowledge a request from
25 plaintiff for a copy of her personnel file and records related to union
dues. Defendant Company representative Frank Colosi continued to violate

1 law when attention was requested in letter to Mr. Frank Colosi, on
2 November 26, 2003 from Assistant Attorney General Rosalyn Garbose.

3 Therefore plaintiff requests a subpoena duces tecum for files.

4 51. Plaintiff respectfully requests a subpoena duces tecum for production
5 of all documents and disposition related to plaintiff from the Association
6 of Flight Attendants, information on the number of waivers of union dues
7 granted other flight attendants, the number of dues deferrals given, other
8 methods processed on dues delinquency and the circumstances, and
9 information on the processing of her grievances.

10 52. Plaintiff respectfully requests an injunction to return to work as a
11 flight attendant pending investigation.

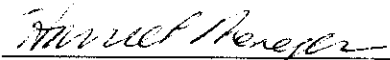
12 53. As a result of plaintiff's discharge by defendant Company, in violation
13 of plaintiff's rights under the collective bargaining agreement, and in
14 breach by defendant Union representatives of its duty of fair
15 representation owing to plaintiff, as alleged above, plaintiff has
16 suffered grievous and extensive damages, as follows: Loss of wages (\$1723-
17 \$2,266 per month), past and future, loss of per diem pay (approximately
18 \$400 per month), loss of health coverage including cost to pay for future
19 operation and care of a brain tumor (\$300,000), of health coverage and
20 cost for future medical care on findings from mammography irregularity
21 (\$100,000), of company life insurance coverage (\$74,000), loss of
22 opportunity to attend vocational training (\$75,000.). Anticipated monies
23 for court costs (current, remand, appeal) (\$100,000).

24 54. The plaintiff requests a trial by jury.

25 55. Plaintiff desires to be reinstated to her former job at defendant
Company in a non-hostile environment, without attempt of termination

1 during flight attendant certification training, and alleges that she is
2 entitled to such reinstatement retroactive to the date of her discharge,
3 without any break in her seniority. Plaintiff also prays for relief in
4 the above amounts (\$700,000) damages, compensatory and punitive damages.
5

6 Dated this 23rd day of February, 2004

7 
8 Harriet Menezes
9 169 Thoreau Street,
10 Apt. 8
11 Concord, MA 01742
12 Pro Se
13 (978) 369-4693
14
15
16
17
18
19
20
21
22
23
24
25